

Memorandum of Agreement and Lease, made and entered into this ninth day of December A. D. 1896, by and between John Peters of the Indian Reserve in the Township of Aspen in the County of Kent, Province of Ontario, of the first part, and Geo. T. MICKLE, of the Town of Ridgetown, of the County of Kent, Accountant, of the second part,

Jaca WITNESSETH, That the party of the first for the consideration of One Dollar in hand paid and the covenants and agreements hereinafter mentioned has Granted, Demised and let unto the said party of the second part for the purpose

and with the exclusive right of Drilling and ~~Operating for Petroleum Oil and Gas~~ all that certain tract of land situate in the Township of Aspen County of Kent, Province of Ontario, and described as follows: That is

today Five Acres of the south part of Lot Number Three of the Indian Reserve running from the river to within twenty rods of the front of said lots and of sufficient width to make five acres -

containing Five acres more or less.

Jaca The party of the second part to have and to hold the said premises exclusively for the said purposes only, for and during the term of five years from the date hereof, and as much longer as Oil or Gas shall be found thereon in paying quantities. The said party of the second part in consideration of the said grant and demise agrees to give the party of the first part One Barrel in ~~Payment~~ of all the Petroleum Oil obtained or produced on the premises herein leased. It is further agreed if gas be found thereon in sufficient quantities to utilize, the Consideration in full to the party of the first part for each productive Gas well on the premises herein described shall be One Hundred Dollars per annum and the privilege of using enough gas to heat dwelling-house, if any, on said premises.

The party of the first part grants to the party of the second part the right of using sufficient water for all necessary purposes from the premises hereby leased, except from wells now on said lands, the right of way over and across said premises, the right to lay pipes thereon to convey Oil and Gas or either of them, and the right to bring upon, erect or remove from said premises any machinery or fixtures required by the party of the second part.

PROVIDED: No well shall be bored within three hundred feet of house or barn or in orchard except by the consent of the party of the first part.

Jaca PROVIDED: That in case no well is completed within six months from the date hereof, unavoidable delays excepted, this lease shall be null and void, unless the said party of the second part shall pay to the party of the first part twenty-five cents per acre for each year that such completion is delayed. "of the Consent of the Crown" Jaca

PROVIDED, also, that in the event of any well or wells which may be bored upon said premises proving a failure, the party of the first part shall receive fair compensation for any injury arising to his crops, lands or fences, by reason of digging such well or wells. Provided also that the aforesaid Seventh Barrel of oil produced from wells on said lands shall be given to said party of first part for his own sole use and benefit

Provided also that an account of said oil produced from said well be rendered to said party of first part every thirty days, and the aforesaid Seventh Barrel be given to said party of first part or the Marshal before thereof be paid in lawful money of Canada
It is further agreed by the Party of the first part with the Party of the second part, that in case the party of the second part shall fail to comply with the conditions or to pay the cash considerations herein mentioned in the time and manner agreed, this lease shall be null and void and not binding on either party.

It is understood and agreed between the Parties to this agreement that all the conditions hereof shall extend to their heirs, executors and assigns.

In WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

John H. Anderson

John Peters

Wm E. Bottoms

for Geo. T. Mickle